

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

ACCIDENT INSURANCE COMPANY,)

Plaintiff,)

v.)

CIVIL ACTION 15-0306-WS-B

**GREG KENNEDY BUILDER, INC.,)
et al.,)**

Defendants.)

ORDER

In response to the Court’s sua sponte questioning of its subject matter jurisdiction, (Doc. 27), the plaintiff has filed a second amended complaint specifying that the individual defendant has at all relevant times been a citizen (and not merely a resident) of Alabama. (Doc. 30). The plaintiff has also filed a demand letter from counsel for the underlying plaintiff, which communicates an offer to settle for \$1 million. (Doc. 31-1). While the superficiality of the letter makes it difficult to accept that figure as the amount in controversy, the letter details over \$100,000 in medical bills and attaches a hospital bill (dated prior to the filing of this action) for over \$80,000. (*Id.* at 5-6). The Court concludes that the monetary value of the benefit that would flow to the plaintiff from a declaration that it owes its insured no duty to indemnify against the underlying plaintiff’s damages would thus exceed \$75,000 and that subject matter jurisdiction therefore exists. Should the defendants wish to dispute the Court’s conclusion, they are **ordered** to file and serve a fully briefed motion to remand on or before **October 30, 2015**, failing which the case will remain in this forum.

DONE and ORDERED this 19th day of October, 2015.

s/ WILLIAM H. STEELE
CHIEF UNITED STATES DISTRICT JUDGE